removal of a suit from a state court to a federal court seems properly construed in the present case in the same way. A rather ambiguous dictum in a recent Supreme Court decision implied that under these facts jurisdiction could not be obtained by a circuit court even by consent of the parties. *In re Wisner*, 203 U. S. 449. Accordingly the decisions of several of the lower federal courts have reached that result. See *Yellow Aster, etc., Co.* v. *Crane Co.*, 150 Fed. 580. The dictum, however, was not universally accepted. *Proctor Coal Co.* v. *U. S. Fidelity, etc., Co.*, 158 Fed. 211.

HUSBAND AND WIFE — LIABILITIES OF HUSBAND AS TO THIRD PARTIES — EFFECT OF MARRIED WOMEN'S PROPERTY ACTS ON HUSBAND'S LIABILITY FOR TORTS OF WIFE. — A former act provided that in actions of tort against a husband and a wife for the tort of the wife, execution should first be levied on the lands of the wife. A later statute repealed this act, and provided that a wife might sue and be sued in all matters as if she were *sole*. *Held*, that this statute abolishes by implication the common law liability of the husband for the torts of his wife. *Schuler* v. *Henry*, 94 Pac. 360 (Colo., Sup. Ct.).

At common law a wife was liable for her torts. *Hall* v. *White*, 27 Conn. 488. But, as she was not *sui juris*, it was necessary to join her husband in order to have a proper party defendant. *Capel* v. *Powell*, 17 C. B. (N. S.) 744. Once joined, the law did not consider it unfair, in view of his control over the person and property of his wife, to subject his property to execution. BACON, ABR., *Baron & Feme, F.* Also, since a debtor's person could be taken on execution, a judgment against the wife as a *feme sole* so endangered the husband's legal right to her society without hearing him in defense, that he could bring error. *Haydon* v. *Miller*, 2 Rolle 53; *Hayward* v. *Williams*, Style 254, 280. But, since his liability arose only from the wife's legal disability, it ceased on her death. Previous statutes had abolished the husband's right over his wife's person and property and the right to take a debtor's person on execution. The present statute, by abolishing the last relics of the wife's disability, removed the necessity which caused the husband's liability. Though married women's property acts vary greatly and the decisions under them are consequently in great conflict, the modern tendency of the law as to married women seems to favor this result. *Martin* v. *Robson*, 65 Ill. 129.

HUSBAND AND WIFE — WIFE'S SEPARATE ESTATE — LIABILITY OF SEPARATE ESTATE ON CONTRACT OF SURETYSHIP. — A statute provided that married women might contract with reference to their legal separate property as if unmarried. The defendant, a married woman, signed a note as surety. *Held*, that she is not liable. *Bank of Commerce* v. *Baldwin*, 93 Pac 504 (Idaho). See NOTES, p. 619.

INSANE PERSONS — CONVEYANCES — HOW AVOIDED. — In an action of ejectment the defendants claimed title under a deed from the plaintiffs' ancestor to a *bona fide* purchaser. The plaintiffs offered evidence to show that the grantor was insane when he made the deed. The evidence was excluded on the ground that such deed can only be avoided in equity. *Held*, that the exclusion of this evidence was error. *Smith* v. *Ryan*, 191 N. Y. 452.

For a criticism of the decision in the lower court, see 20 HARV. L. REV. 419.

INSURANCE — AMOUNT OF RECOVERY — DESTRUCTION BY FIRE OF BUILDING CONDEMNED AS A NUISANCE. — The defendant corporation insured the plaintiff's building knowing, through its agent, that the city authorities had condemned the building as a nuisance. The authorities were on the point of tearing it down, when it was destroyed by fire. *Held*, that the plaintiff may recover full damages. *Irvin* v. *Westchester Fire Ins. Co.*, 109 N. Y. Supp. 612 (Sup. Ct.).

The court rightly found that the plaintiff had an insurable interest in the condemned building; for any interest in property the loss of which will occasion a pecuniary injury to the insured may be the subject of an insurance contract. *Riggs* v. *Commercial Mut. Ins. Co.*, 125 N. Y. 7. But the question is sug-